

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

SUSAN COONEY,

Plaintiff,

CASE NO.: 04-11572 JLT

v.

SAYBROOK GRADUATE SCHOOL AND
RESEARCH CENTER,

Defendant.

VERDICT FORM

WE, THE JURY, FIND:

Q.1. Did Susan Cooney and Saybrook Graduate School and Research Center ("Saybrook") enter into a valid and binding contract in which Saybrook was obligated to both monitor and inform Susan Cooney of changes in Massachusetts state psychology licensing laws while she was a student?

Yes ✓ No

If your answer is "Yes," please proceed to the next question.

If your answer is "No," please skip to Question 5.

Q.2. If you found a contract existed between Susan Cooney and Saybrook, did Susan Cooney fulfill all of her responsibilities under that contract?

Yes ✓ No

If your answer is "Yes," please proceed to the next question.

If your answer is "No," please skip to Question 5.

Q.3. If you found a contract existed between Susan Cooney and Saybrook, did Saybrook breach its responsibilities under the contract?

Yes ✓ No

If your answer is "Yes," please proceed to the next question.

If your answer is "No," please skip to Question 5.

Q.4. If you found Saybrook breached a contract with Susan Cooney, did that breach cause Susan Cooney any damages?

Yes ✓ No

Please proceed to the next question.

Q.5. Did Saybrook make a promise to Susan Cooney that it would both monitor and inform Susan Cooney of changes in Massachusetts state psychology licensing laws while she was a student?

Yes ✓ No

If your answer is "Yes," please proceed to the next question.

If your answer is "No," and you answered "No" to any of Questions 1, 2, 3 or 4, please "STOP HERE." The jury foreman needs to sign and date where indicated at the end of this form and return it to the Court Officer.

If your answer is "No," and you answered "Yes" to Questions 1, 2, 3, and 4, please skip to Question 8.

Q.6. Was Susan Cooney's reliance reasonable?

Yes ✓ No

If your answer is "Yes," please proceed to the next question.

If your answer is "No," and you answered "No" to any of Questions 1, 2, 3 or 4, please "STOP HERE." The jury foreman needs to sign and date where indicated at the end of this form and return it to the Court Officer.

If your answer is "No," and you answered "Yes" to Questions 1, 2, 3, and 4, please skip to Question 8.

Q.7. Did Susan Cooney's reliance on a statement by Saybrook that it would both monitor and inform Susan Cooney of changes in Massachusetts state psychology licensing laws cause her any damages?

Yes X No _____

If your answer is "Yes," please proceed to the next question.

If your answer is "No," and you answered "No" to any of Questions 1, 2, 3 or 4, please "STOP HERE." The jury foreman needs to sign and date where indicated at the end of this form and return it to the Court Officer.

If your answer is "No," and you answered "Yes" to Questions 1, 2, 3, and 4, please go to Question 8.

Q.8. What amount of money, if any, would put Susan Cooney in the position she would have been had either Saybrook not breached a contract and/or not made Susan Cooney a promise that Saybrook would both monitor and inform her of changes in Massachusetts state psychology licensing laws?

— One Hundred Thirty Seven Thousand Dollars
(amount in words)

\$ 137,000.00
(numerical amount)

Please have the jury foreman sign and date where indicated at the end of this form and return it to the Court Officer.

2:30 pm

Dated: March 29, 2007

Constance Nash Friedlander
Signature of Foreperson of the Jury